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2
3 BILL NO. S-75-09-07

4 SPECIAL ORDINANCE NO. S-190-75

5 AN ORDINANCE approving a contract with A. GROSJEAN
6 AND SON for construction of curbs, sidewalks and
7 paraplegic ramps, Resolution 5703-1975

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated August 27, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 A. GROSJEAN & SON CONSTRUCTION CO., for:

13 Construction and restoration of curbs, walks and paraplegic ramps
14 around Lutheran Hospital, as follows:

15 Bounded by Home Avenue on the north, Fairfield Avenue on the
16 east, Wildwood Avenue on the south and South Wayne Avenue on
17 the West

18 for a total cost of \$15,447.35, of which the City will pay one-half and the
19 Lutheran Hospital will pay one-half, all as more particularly set forth in said
20 contract, which is on file in the Office of the Board of Public Works and is by
21 reference incorporated herein, made a part hereof and is hereby in all things
22 ratified, confirmed and approved.

23 SECTION 2. This Ordinance shall be in full force and effect from
24 and after its passage and approval by the Mayor.

25
26
27 Eugene Kraus
28 Councilman

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34 APPROVED AS TO FORM
35 AND LEGALITY.

[Handwritten signatures and stamps]
City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 9-9-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~Test~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9/23/75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-190-75 on the 23rd day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of September, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 25th day of September, 1975, at the hour of 1:00 o'clock P. M., E.S.T.

Jack Ford
MAYOR

Bill No. S-75-09-07

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with A. GROSJEAN AND SON for construction of
curb, sidewalks and paraplegic ramps, Resolution 5703-1975

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

W. C. Moses Jr.
Eugene Kraus Jr.
William T. Hinga
John Nuckols

9-13-75 CONCURRED IN
DATE 9-13-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

August 28, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

A contract in amount of \$15,447.35 has been awarded to A. Grosjean & Son Construction Company for construction of curb, sidewalks and paraplegic ramps around the Lutheran Hospital (Resolution 5703-1975). The cost of the project is being shared 50-50 by the hospital and City.

Mr. Grosjean has requested permission to proceed with the project immediately.

It is the consensus of our office that we had requested a "Prior Approval" on this project, but we have not been able to produce the signed instrument. We are, therefore, submitting this letter for your consideration.

An Ordinance for formal approval will be sent to the meeting of September 9, 1975.

Very truly yours,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt
cc: Mayor
Attachment: Bid Tabulation

APPROVED:

MEMBERS OF THE COMMON COUNCIL

Lutheran Hospital -
Curbs, Sidewalks, Paraplegic Ramps

BID ANALYSIS SHEET

DATE August 6, 1975

RES. NO. 5703-1975

MATERIAL

[illegible]

62-233-7 8/27/75

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

This Agreement, made and entered into this 27 day of August, 1975

by and between -----

-----A. GROSJEAN & SON CONSTRUCTION CO.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5703-1975: Lutheran Hospital - curbs, sidewalks, paraplegic ramps
(see description on attached resolution).

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5703-1975 and at the following price per lineal foot -----

at the following prices:

Sidewalk removal	Four dollars and no cents, per square yard	4.00
New curbface walk	One dollar and twenty five cents, per square foot	1.25
New standard walk	One dollar and ten cents, per square foot	1.10
Curb removal	One dollar and no cents, per lineal foot	1.00
New 6" x 18" curb	Three dollars and no cents, per lineal foot	3.00
New 6" x 6" curb on hooks	Three dollars and no cents, per lineal foot	3.00
Driveway removal	Four dollars and no cents, per square yard	4.00

Curb removal	One dollar and no cents, per lineal foot	1.00
New 6" x 18" curb	Three dollars and no cents, per lineal foot	3.00
New 6" x 6" curb on hooks	Three dollars and no cents, per lineal foot	3.00
Driveway removal	Four dollars and no cents, per square yard	4.00
New 8" concrete driveway	Fourteen dollars and no cents, per square yard	14.00
Top soil	Five dollars and no cents, per ton	5.00
Seeding, mulch, & fertilizer	Two dollars and no cents, per square yard	2.00
Water valves adjusted and set to grade	Five dollars and no cents, per each	5.00
Inlets to be adjusted	Seventy five dollars and no cents, per each	75.00
Common excavation	Four dollars and no cents, per cubic yard	4.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5703-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within thirty (30) working days after Councilmanic approval and in all respects completed on or before XXXXXX / XXXXXX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20 day of AUGUST, 19 75

A. CROSJEAN & SON CONSTRUCTION CO.

BY: Robert C. Crojean

ITS: owner
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Sam H. Proff
Raylan A. Davis
Carl E. O'Neal

Its Board of Public Works and Mayor.

AUG 27 1975

APPROVED AS TO FORM AND LEGALITY

City Attorney

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IMPROVEMENT RESOLUTION NO. 5703, 1975

LUTHERAN HOSPITAL CURB, SIDEWALK AND PARAPLEGIC RAMPS

WHEREAS, the Board of Public Works has adopted a program requiring property owners, to repair sidewalks in specified areas, as provided in Burns Statutes 48-2709, and,

WHEREAS, the City of Fort Wayne and the Lutheran Hospital of same City have entered into an agreement whereby each party has agreed to pay 50% of the total cost for restoration of sidewalks, curbs, paraplegic ramps where necessary, and,

WHEREAS, representatives of the Board of Public Works have made detailed inspection of walks and curbs within the following geographic area:



Bounded by Home Avenue on the north, Fairfield Avenue on the east, Wildwood Avenue on the south and South Wayne Avenue on the west, except where sidewalk acceptable to the Board of Public Works is now in place.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Public Works of the City of Fort Wayne, Indiana, since entering into an agreement with Lutheran Hospital of same City, to restore sidewalks, curbs and add paraplegic ramps where necessary and since plans and specifications for same are now in the office of the Board of Public Works, such improvement is now ordered.

The cost of said improvement shall be assessed upon the City of Fort Wayne for fifty per cent (50%) of the total cost and upon the Lutheran Hospital of same City for fifty per cent (50%) of the total cost in accordance with an agreement on file in the office of the Board of Public Works, all in accordance to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

ADOPTED this _____ day of _____, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA


Carl E. O'Neal

Betty L. Nault

ATTEST: _____

GUARANTY BOND

Know All Men by These Presents, That we-----

-----A. GROSJEAN & SON CONSTRUCTION CO.,-----Contractors

as principal, and INDIANA INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifteen Thousand
Four Hundred Forty Seven Dollars and Thirty Five Cents-----

-----(\$15,447.35)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----A. GROSJEAN & SON CONSTRUCTION CO.,-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

~~Pavement~~

~~On~~-----~~Street from~~ Imp. Res. No. 5703-1975:

Lutheran Hospital - curbs, sidewalks, paraplegic ramps (see description on
attached resolution).

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON CONSTRUCTION CO.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20th day of August, 1975

A. GROSJEAN & SON CONSTRUCTION CO. (SEAL)

BY: Rafael A. Hughes (SEAL)

ITS: Owner (SEAL)

Approved this 27 day of August, 1975

Betty Lou Nault
Board of Public Works.

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altavogt
BY Ronald E. Altavogt
Attorney-in-fact

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



LIABILITY BOND

Know All Men by These Presents, That we-----

-----A. GROSJEAN & SON CONSTRUCTION CO.-----

as principal, and INDIANA INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifteen-----

Thousand Four Hundred Forty Seven Dollars and Thirty Five Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$15,447.35)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20th day of August, 1975

A. GROSJEAN & SON CONSTRUCTION CO.(SEAL)

BY: *Ronald E. Altevoigt* (SEAL)

ITS: *Owner* (SEAL)

(SEAL)

Approved this 27 day of August, 1975

INDIANA INSURANCE COMPANY, SURETY

BY Ronald E. Altevoigt
Attorney-in-fact

COMPLETED IN STREET ENGINEERING OFFICE

AUGUST 18, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975, in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	MAW	PEN	VAC	APP.	MISC.
S	10.55	35c	55c			3if
S	10.05	50	1.00		1c	
S	9.29	30	25		1	
S	8.73		67		4	2if
S	9.01	47	40		5	2if
S	8.70	40				
S	9.60	30	17430		4	
S	8.77	444	29	72	2	
S	8.24	12		25	4	35holidays
S	10.20	65	80		1	2if
S-SS US	6.25-6.65	35	35		9	
S-SS-SS	5.90-6.05	35	35		7	
S-SS-SS	6.25-7.33	35	30		7	
S	8.20		25		1	3if
S	9.06		67		4	2if
S-SS US	7.20-9.90	40	40		5	
S-SS-US	6.96-9.10	40	40		6	
S-SS-US	7.07-9.27	40	40		5	
S	7.75-8.75	37	35		10	6misc.
S	8.40	40				
S	9.90	30	65		7	4if
S	6.65-8.85					
S	8.75		10			
S	9.89	40	35		4	13if
S-SS US	7.367-8.37	18pw	10.50pw			
S-SS-US	7.16-7.70	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Kahan
REPRESENTING GOVERNOR, STATE OF INDIANA
Clavin C. Leonard, Jr.
REPRESENTING THE APPLICANT
Frank M. Rine
REPRESENTING STATE A.P.C. & C.I.O.

DIGEST SHEET



S-75-09-07

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with A. Grosjean & Son in amount of \$15,447.35
for construction of curb, sidewalks and paraplegic ramps around the Lutheran
Hospital, Resolution 5703-1975.

Prior Approval Requested - See Attached

EFFECT OF PASSAGE Construction of curb, sidewalks and paraplegic ramps in project
area.

EFFECT OF NON-PASSAGE Unable to complete approved project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$15,447.35 (½ paid by City
and other ½ paid by Hospital)

ASSIGNED TO COMMITTEE

Arthur W. King